

# Exhibit C



P.O. Box 64437  
St. Paul, MN 55164-0437

18



February 25, 2017



Blanton Leon Banks

W Warm Springs Rd Apt  
Wintermere Pointe Dr  
Las Vegas, NV

442 Highway 96 P.O. Box 64378  
St. Paul, MN 55164-0378  
www.yourpayment.com  
Toll-Free No: 800-279-9525

**ACCOUNT SUMMARY**

Creditor: Pms - Winter Garden

I.C. System Reference No: 24-1-39

Principal Due: \$603.43

**BALANCE DUE: \$603.43**

\$0.00 has been Paid Since Placement

Blanton Leon Banks:

Your delinquent account has been turned over to this collection agency.

The account information is scheduled to be reported to the national credit reporting agencies in your creditor's name. You have the right to inspect your credit file in accordance with federal law. I.C. System will not submit the account information to the national credit reporting agencies until the expiration of the time period described in the notice below.

Please tear off the bottom portion of this letter and return it with your payment.

If you will be receiving a tax refund and would like to use it to pay your account, please call us to make payment arrangements.

We are a debt collector attempting to collect a debt and any information obtained will be used for that purpose.

**NOTICE**

Unless you notify this office within 30 days after receiving this notice that you dispute the validity of this debt or any portion thereof, we will assume this debt is valid. If you notify us in writing within 30 days from receiving this notice that you dispute the validity of this debt or any portion thereof, we will obtain verification of the debt or obtain a copy of a judgment and mail you a copy of such judgment or verification. If you make a request in writing within 30 days after receiving this notice we will provide you with the name and address of the original creditor, if different from the current creditor.

This does not contain a complete list of the rights consumers have under Federal, State, or Local laws.

**PAYMENT OPTIONS**

&gt; Billing Phone Number: \_\_\_\_\_



P.O. Box 64437  
St. Paul, MN 55164-0437

17

April 11, 2017



Blanton Leon Banks

W Warm Springs Rd

Wintermere Pointe Dr

Las Vegas, NV

444 Highway 96 East P.O. Box 64378

St. Paul, MN 55164-0378

www.yourpayment.com

Toll-Free No: 800-279-9525

### ACCOUNT SUMMARY

Creditor: Pms - Winter Garden

I.C. System Reference No: 24-1-39

Principal Due: \$603.43

**BALANCE DUE: \$603.43**

\$0.00 has been Paid Since Placement

Blanton Leon Banks:

We have contacted you several times regarding the balance stated in the account summary, which remains unpaid.

The account information is scheduled to be reported to credit reporting agencies. You have the right to inspect those credit files in accordance with federal law.

If you fail to contact us to discuss payment of this account, our client has authorized us to pursue additional remedies to recover the balance due, including referring the account to an attorney.

Please pay this account today or immediately contact us to make payment arrangements.

If you will be receiving a tax refund and would like to use it to pay your account, please call us to make payment arrangements.

We are a debt collector attempting to collect a debt and any information obtained will be used for that purpose.

This does not contain a complete list of the rights consumers have under Federal, State, or Local laws.

**PAYMENT OPTIONS**

➤ Billing Phone Number: \_\_\_\_\_



P.O. Box 64437  
St. Paul, MN 55164-0437

Electronic Service Requested

December 6, 2018



444 Highway 96 East P.O. Box 64378

St. Paul, MN 55164-0378

<https://www.icsystem.com/consumer>

Toll-Free No: 800-279-9525

#### ACCOUNT SUMMARY

Creditor: Pms - Winter Garden

I.C. System Reference No: [REDACTED] 24-1-39

Principal Due: \$603.43

**BALANCE DUE: \$603.43**

\$0.00 has been paid since placement



Blanton Leon Banks

[REDACTED] Quilt Tree St

Las Vegas, NV [REDACTED]

Blanton Leon Banks:

Pms - Winter Garden has provided the attached information, verifying your responsibility for payment of the debt referenced in the Account Summary. If you still question that obligation, contact our office immediately, otherwise your remittance of \$603.43 is required. Pms - Winter Garden is both the original and current creditor to whom this debt is owed.

We may forward information about the debts we handle to the national credit reporting agencies in your creditor's name. Your dispute regarding the claimed amount owed will also be reported. You have the right to inspect your credit rating in accordance with federal law.

Make your check or money order payable to I.C. System, Inc. and write your account number on the payment.

Send the payment, along with the bottom portion of this letter.

We are a debt collector attempting to collect a debt and any information obtained will be used for that purpose.

This does not contain a complete list of the rights consumers have under Federal, State, or Local laws.

**PAYMENT OPTIONS**

➤ Billing Phone Number: \_\_\_\_\_

## Ledger History

Monday, November 19, 2018

L150 - Personal Mini Storage Winter Garden, 13440 W Colonial Dr, Winter Garden FL 34787

TEL: 407-656-7300

71365

Tenant	Banks II, Blanton	Billing	Monthly	Date Out	2/22/2017
Company		Billing Day	30	Paid Thru	2/22/2017
Unit	439	Rental Rate	84.99		
Size	5x15			NSF Checks	0
Area	75.0				
Lease #	2621	Phone	407-3175	Charge Balance	0.00
Lease Date	1/30/2016	Alternate Phone		Current Balance	0.00
		Business Phone		Credit Balance	0.00
				Deposit Liability (Cash Basis)	0.00
Tax Exemption #				Refund Due	0.00
Transferred From					
Transferred To					

\* marks partially paid charges.

! marks reversed NSF payments and charges.

Date	End Date	Description	Check/Card Number	Receipt	Invoice	Charge Batch	Applied Refund	Issued Credit	Payment	Charge	Balance
1/30/2016	2/28/2016	Rent				36099				0.00	0.00
		First Month Free									
1/30/2016	1/30/2016	Administrative Fee				36099				15.98	15.98
1/30/2016	2/28/2016	Insurance				36099				10.00	25.98
1/30/2016	1/30/2016	Lock Disk (7350)				36099				11.70	37.68
1/30/2016		Visa	*0902	27114					37.68	0.00	0.00
2/29/2016	3/29/2016	Rent			11990	36562				90.51	90.51
2/29/2016	3/29/2016	Insurance			11990	36562				10.00	100.51
2/29/2016		Visa	*9876	27786					100.51	0.00	0.00
3/30/2016	4/29/2016	Rent			12446	37497				90.51	90.51
3/30/2016	4/29/2016	Insurance			12446	37497				10.00	100.51
4/5/2016	4/5/2016	Late Fee				38132				21.30	121.81
4/5/2016		Visa	*0902	28567					121.81	0.00	0.00
4/30/2016	5/29/2016	Rent			12861	38424				90.51	90.51
4/30/2016	5/29/2016	Insurance			12861	38424				10.00	100.51
5/6/2016	5/6/2016	Late Fee			13275	39092				21.30	121.81
5/30/2016	6/29/2016	Rent			13275	39349				90.51	212.32
5/30/2016	6/29/2016	Insurance			13275	39349				10.00	222.32
6/5/2016	6/5/2016	Late Fee			13711	39983				21.30	243.62
6/6/2016	6/6/2016	Lien Sale Processing F			13711	40031				79.88	323.50
6/30/2016	7/29/2016	Rent			13711	40295				90.51	414.01
6/30/2016	7/29/2016	Insurance			13711	40295				10.00	424.01
6/30/2016		Cash		30288					323.50	0.00	100.51
7/6/2016	7/6/2016	Late Fee				40962				21.30	121.81
7/7/2016		Visa	*0902	30501					121.81	0.00	0.00
7/30/2016	8/29/2016	Rent			14127	41229				90.51	90.51
7/30/2016	8/29/2016	Insurance			14127	41229				10.00	100.51
8/5/2016	8/5/2016	Late Fee			14559	41863				21.30	121.81
8/30/2016	9/29/2016	Rent			14559	42161				90.51	212.32
8/30/2016	9/29/2016	Insurance			14559	42161				10.00	222.32
9/5/2016	9/5/2016	Late Fee				42798				21.30	243.62
9/7/2016	9/7/2016	Lien Sale Processing F				42892				79.88	323.50
9/13/2016		Visa	*9876	31875					323.50	0.00	0.00
9/30/2016	10/29/2016	Rent			14973	43123				90.51	90.51
9/30/2016	10/29/2016	Insurance			14973	43123				10.00	100.51
10/6/2016	10/6/2016	Late Fee			15410	43803				21.30	121.81
10/30/2016	11/29/2016	Rent			15410	44147				90.51	212.32
10/30/2016	11/29/2016	Insurance			15410	44147				10.00	222.32
11/5/2016	11/5/2016	Late Fee			15841	44762				21.30	243.62
11/7/2016	11/7/2016	Lien Sale Processing F			15841	44842				79.88	323.50
11/30/2016	12/29/2016	Rent			15841	45056				90.51	414.01
11/30/2016	12/29/2016	Insurance			15841	45056				10.00	424.01
12/6/2016	12/6/2016	Late Fee			16270	45659				21.30	445.31
12/29/2016	12/29/2016	Lock Cut Fee			16684	46321				10.65	455.96
12/29/2016	12/29/2016	Lien Sale Suspension F			16684	46321				20.00	475.96

**Ledger History****Monday, November 19, 2018**

L150 - Personal Mini Storage Winter Garden, 13440 W Colonial Dr, Winter Garden FL 34787

TEL: 407-656-7300

71365

Tenant	Banks II, Blanton	Billing	Monthly	Date Out	2/22/2017
Company	Address [REDACTED] Wintermere Pointe Drive	Billing Day	30	Paid Thru	2/22/2017
Unit	439	Winter Garden FL	[REDACTED]	Rental Rate	84.99
Size	5x15	USA	[REDACTED]	NSF Checks	0
Area	75.0			Charge Balance	0.00
Lease #	2621	Phone	407 [REDACTED] 8175	Current Balance	0.00
Lease Date	1/30/2016	Alternate Phone		Credit Balance	0.00
		Business Phone		Deposit Liability (Cash Basis)	0.00
Tax Exemption #				Refund Due	0.00
Transferred From					
Transferred To					

\* marks partially paid charges.

! marks reversed NSF payments and charges.

Date	End Date	Description	Check/Card Number	Receipt	Invoice	Charge Batch	Applied Refund	Issued Credit	Payment	Charge	Balance
12/30/2016	1/29/2017	Rent			16270	45930				90.51	566.47
12/30/2016	1/29/2017	Insurance			16270	45930				10.00	576.47
1/5/2017	1/5/2017	Late Fee			16684	46569				21.30	597.77
1/30/2017	2/27/2017	Rent			16684	46864				90.51	688.28
2/5/2017	2/5/2017	Late Fee			17097	47483				21.30	709.58
2/22/2017		Cash		35135					106.15	0.00	603.43
		LIEN SALE PROCEEDS									
2/22/2017		Credit		35136				30.00		0.00	573.43
		Insurance: Write Off Bad Debt									
2/22/2017		Credit		35136				211.39		0.00	362.04
		Other Charges: Write Off Bad D									
2/22/2017		Credit		35136				362.04		0.00	0.00
		Rent: Write Off Bad Debt									

\* FINAL BALANCE AFTER  
LIEN SALE / AUCTION. \*

## Personal Mini Storage Winter Garden

13440 W Colonial Dr, Winter Garden, FL 34787  
407-656-7300

Tenant Name: Blanton Banks  
Date: January 30, 2016  
Tenant Street Address: [REDACTED] Wintermere Pointe Drive  
Tenant City, State, Zip: Winter Garden, FL [REDACTED]

Lease #: 2621

Tenant Home Phone: 407- [REDACTED] 8175  
Tenant Cell Phone: 407- [REDACTED] 8175  
Tenant Email Address: blantonb22 [REDACTED]

Unit Number: 439  
Approx. Size: 5.0 x 15.0  
Security Deposit: \$0.00  
Rental Rate: \$84.99  
Paid Through Date: February 28, 2016  
Insurance: \$10.00  
Administration Fee: \$15.00  
Total Monthly Due w/ Tax: \$100.51

By providing an email address here, the Tenant agrees and permits the Owner to send any and all notices by electronic mail in lieu of regular or certified mail.

Alternative Contact Name:  
Alternative Contact Phone:

Gate Code: [REDACTED]  
Late Charges: See Paragraph 4

Tenant SSN #: [REDACTED]

### Read this entire contract before signing. By signing you agree to the terms and conditions therein!!

Pursuant to the terms and conditions of this rental agreement, Personal Mini Storage Winter Garden (hereinafter Owner) rents to Tenant the storage space(s) shown above, hereinafter referred to as Space, located at the above self storage facility, hereinafter referred to as Premises. In consideration of the covenant, conditions, and agreements hereinafter contained, to be kept and performed by Tenant, Owner does hereby Lease to Tenant storage space(s) shown above, hereinafter called Space, with the self storage project, hereinafter called Premises.

1. **RECEIPT** - Owner acknowledges receipt of a security deposit, rent and sales tax as shown above, which prepay rent and tax until the date shown.
2. **TERMS** - This Agreement is for a minimum of one month and shall automatically continue beyond the initial term from month to month until terminated by either party.
3. **RENT** - Tenant shall prepay the rental rate in the amount shown above plus state sales tax, without notice or demand, on or before the first day of each monthly anniversary date at the address of the Premises (due date). In the event of over-lock by the Owner and / or other action due to non-payment of rent or other charges by the Tenant, it is expressly agreed that rent shall continue to accrue until all delinquent rents and other charges are paid and the Space is vacated and available for re-leasing. Rent shall be considered completely earned by the Owner when it is paid; no portion shall be prorated or returned to the Tenant for any reason. All service charges, administrative fees, default notice charges, late charges, court costs and attorneys' fees together with all other fees and charges set forth in this Agreement incurred by Owner in connection with the enforcement of the Agreement shall be deemed additional rent payable by Tenant to Owner as provided in the Agreement and all such items of additional rent shall also be subject to the imposition of applicable sales tax as set forth in the Agreement.
4. **DELINQUENT CHARGE** - If the rent payment is not received by closing on the 5th calendar day following the due date, Tenant agrees to pay a Delinquent Charge of \$20 concurrently with the unpaid rent.
5. **DENIAL OF ACCESS** - If rent or other charges are more than 5 days past due, Owner may deny Tenant access to the premises. Tenant's right of access shall be restored upon full payment of rent and other charges owed. If Tenant is renting more than one Space at any given time, default on one rented Space shall constitute default on all rented Spaces, entitling Owner to deny access to Tenant to all rented Spaces. Access will be denied to any party other than the Tenant who does not retain gate code and key to lock on Space or has failed to supply Owner with written authorization from the Tenant to enter the Space. Otherwise, only a court order will be sufficient to permit access by others.
6. **WORTHLESS CHECK CHARGE** - If any check received from Tenant for payment due hereunder is returned by the banking institution for insufficient funds, closed account, or any other reason whatsoever, Tenant agrees to pay a Worthless Check Charge of \$25.00, and redeem such check from Owner by cash or cashier's check within three (3) days after notice by Owner. **TENANT IS HEREBY ADVISED THAT GIVING A WORTHLESS CHECK IS A CRIMINAL ACT AND OWNER WILL VIGOROUSLY PURSUE ITS RIGHTS AND REMEDIES UNDER THE LAWS OF THE STATE OF FLORIDA.**
7. **TERMINATION** - Owner may terminate this Lease without cause at the end of any monthly rental period, if Tenant does not have any prepaid rent still credited to him, by giving the Tenant at least fifteen (15) days prior notice. Notwithstanding any other statement, term or condition in this Agreement, if Tenant behaves in an illegal manner or conducts an illegal act anywhere on the Premises; stores illegal substances, hazardous wastes, highly flammable substances, stolen property, or an item that because of its nature may cause harm to a bystander; it is agreed by both parties that this Lease shall terminate immediately upon Owner's discovery of the above. Tenant may terminate this Lease at any time and upon such termination agrees to remove its lock and all contents from the Space, clean the Space (broom clean) and restore it to original condition (normal wear and tear expected). It is agreed that Owner shall not return to Tenant rent for any paid portion of a rental period that might remain after termination. If tenant fails to fully remove its property from the space within the time required, Owner, at its option, may without further notice or demand, either directly or through legal process, reenter the tenant's unit and remove all property therefrom without being deemed guilty in any manner of trespassing or conversion. All items, including boxes and trash left in the Space or on the Premises after vacating will be deemed to be of no value to the Tenant and will be discarded by the Owner at the expense of the Tenant. **Tenant's Initials**
8. **PERFORMANCE DEPOSITS** - The Performance Deposits (Security Deposits and/or Added Deposit) without interest, shall be returned to the Tenant within five (5) days after termination of the Lease (provided Tenant is not in default). LESS deductions for any unpaid charges and/or rent due, and/or any costs incurred by the Owner to broom clean and restore the surrendered Space to its original condition (normal wear and tear excepted). Should such deductions exceed the Performance Deposit, Tenant agrees to immediately pay such excess upon demand by Owner. In addition to a security deposit, some facilities charge nonrefundable administration fees.
9. **USE OF STORAGE SPACE** - A. Owner is not engaged in the business of storing goods for hire and no bailment is created under this agreement. Owner exercises neither care, custody nor control over Tenant's stored property. Tenant agrees not to store items having special or sentimental value to Tenant. Tenant waives any claim for sentimental value or for Tenant's emotional attachment to the property that is placed in the storage space. Tenant agrees to use the storage space only for the storage of property wholly owned by Tenant. The Tenant agrees that the property will not be used for any purposes unlawful or contrary to any ordinance, regulation, fire code or health code and the Tenant agrees not to store perishables, commit waste, nor to create a nuisance, nor alter, nor affix signs on the space, and will keep the space in good condition during the term of the Agreement. There shall be **NO HABITABLE OCCUPANCY** of the space by humans or pets of any kind for any period whatsoever and violation of these prohibitions shall be grounds for immediate **TERMINATION** of the Agreement. Tenant agrees not to conduct any business out of the Space and further agrees that the Space is not to be used for any type of work shop, for any type of repairs, or for any sales, renovations, decoration, painting, or other contracting.

B. Tenant agrees that in no event shall the total value of all property stored be deemed to exceed \$5,000.00 unless Owner has given permission in writing for Tenant to store property exceeding that value. Tenant agrees that the maximum value for any claim or suit by Tenant, including but not limited to any suit which alleges wrongful or improper foreclosure or sale of the contents of a storage unit is the total value referenced above. Nothing in this section shall be deemed to create any liability on the part of Owner to Tenant for any loss or damage to Tenant's property, regardless of cause.

C. **LIMITATION ON TIME TO BRING SUIT** - Tenant agrees and understands that all causes of action against Owner arising from this rental agreement and Tenant's use or occupancy of the storage space must be commenced (started) by the filing of a lawsuit within one (1) year after either the claim arose, the rental agreement has been terminated or the tenant has vacated the storage space, whichever is earlier.

10. **HAZARDOUS OR TOXIC MATERIALS PROHIBITED** - Tenant is strictly prohibited from storing or using materials in the storage space or on the facility classified as hazardous or toxic under any local, state or federal law or regulation, and from engaging in any activity which produces such materials. Tenant's obligation of indemnity as set forth below specifically includes any cost, expenses, fines or penalties imposed against the Owner, arising out of the storage or use of any hazardous or toxic material by Tenant, Tenant's agents, employees, invitees or guests. Owner may enter the storage space at any time to remove and dispose of prohibited items at Tenant's expense.

11. **LIABILITY AND INSURANCE** - Tenant understands and agrees:

A. All personal property stored within or upon the storage space by Tenant shall be at Tenant's sole risk. Owner, Owner's agents and employees shall not be liable for any loss of or damage to any personal property in the space or on the premises due to any cause whatsoever including, but not limited to, burglary, mysterious disappearance, fire, water damage, rodents, insects, mold, mildew, acts of God, the active or passive acts or omissions or negligence of the Owner, Owner's agents or employees.

B. Owner, Owner's agents and employees shall not be liable to Tenant for injury or death as a result of Tenant's use of the space or the premises, even if such injury is caused by the active or passive acts or omissions or negligence of the Owner, Owner's agents or employees.

C. Tenant, at Tenant's expense, shall maintain a policy of fire, extended coverage endorsement, burglary, vandalism and malicious mischief insurance for the actual cash value of stored property. Insurance on Tenant's property is a material condition of this agreement and is for the benefit of both Tenant and Owner. Failure to carry the required insurance is a breach of this agreement and Tenant assumes all risk of loss to stored property that would be covered by such insurance. Tenant expressly agrees that the insurance company providing such insurance shall not be subrogated to any claim of Tenant against Owner, Owner's agents or employees for loss of or damage to stored property. Tenant shall provide evidence of the required insurance coverage in the form of a certificate of insurance or declaration page (the Insurance Policy). Owner shall keep a copy of the Insurance Policy on file at all times and Tenant shall be responsible for ensuring that the Insurance Policy does not expire and maintains active during the term of the Agreement. If Tenant does not carry the required insurance coverage or does not provide Owner with an Insurance Policy, then Tenant agrees that Owner may enroll the Tenant in the insurance program made available at the Owner's facility, with a minimum amount of coverage. Tenant agrees and understands that the premium for said insurance will automatically be added to the monthly rental charge.

12. **INDEMNITY AND HOLD HARMLESS** - In consideration of the Owner's lease of space to the Tenant, Tenant agrees to indemnify and hold harmless the Owner from any and all expense (including attorney's fees), demands, claims, actions or causes of actions arising directly or indirectly from this lease or any renewal or extension thereof, that are hereinafter brought by others arising out of Tenant's use of the space and common areas, including claims for Owner's active or passive negligence.

13. **DEFAULT AND REMEDIES** - Time is of the essence in the performance of this Agreement and in payment of each and every installment of rent, sales tax, and/or other charges herein covenanted to be paid. Failure of Tenant to pay rent, sales tax, and/or other charges when due constitutes a default by Tenant and Owner shall be entitled to all rights and remedies provided by law and all rights as set forth in Section 83.801 through 83.809 of the Florida Statutes known as the Self Storage Facility Act as more specifically set forth below.

A. The Self Storage Facility Act gives the Owner a lien upon all personal property, whether or not owned by the Tenant, located at the self-service storage facility for rent, labor or other charges. Tenant states that the type of personal property stored at the facility are as follows:

Type (household goods, store inventory, etc): Household items

B. Tenant must disclose to Owner any lien-holders with any interest in property that is or will be stored in the self-storage facility. Tenant states that there are no liens upon the property stored or to be stored at the facility except as follows (Check if None): ☒

Tenant's Initials

BB

C. If Tenant's property is processed for sale at lien sale, Tenant shall be responsible for a minimum **Lien Sale Processing Fee** of \$75.00 and an **Online Listing Fee** of \$20.00. If Tenant's lock must be cut for lien sale or for any other reason, Tenant shall be responsible for **Lock Cut Fee** of \$10.00. IF RENT AND OTHER CHARGES ARE NOT PAID, OWNER MAY ENFORCE ITS LIEN ON TENANT'S PROPERTY BY SELLING OR OTHERWISE DISPOSING OF THE TENANT'S PERSONAL PROPERTY STORED IN THE SPACE.

14. **LOCKS** - Tenant shall provide, at Tenant's expense, a lock for the storage space which Tenant, in Tenant's sole discretion, deems sufficient to secure the storage space. Owner may, but is not required, to lock the storage space if it is found open. In the event Owner places a lock on the Tenant's storage space Tenant agrees that the Owner shall have no liability for any loss or damage whatsoever, and Tenant shall indemnify and hold Owner harmless from and against any loss, cost or expense of Owner in connection with locking the space, including the cost of the lock.

15. **BREACH OF COVENANTS OR CONDITIONS** - A breach of any of the covenants or conditions by the Tenant shall, at the option of the Owner, terminate this lease without notice, and Tenant agrees it shall vacate the Space immediately.

16. **WAIVER** - No waiver by the Owner, or its agents of any breach or default in the performance of any covenant, condition or term contained herein shall constitute a waiver of any subsequent breach in the performance of the same or any other covenant, condition or term hereof.

17. **CHANGE OF TERMS** - All terms of this Agreement, charges and conditions of occupancy are SUBJECT TO CHANGE upon one month prior written notice to the Tenant. If changed, the Tenant may terminate this Agreement on the effective day of the change. If the Tenant does not terminate this Agreement, the change shall become effective and apply to this occupancy.

18. **RENTAL PAYMENTS** - Rental payments and other charges can be made by cash, corporate or personal check, bank check, certified funds, money order, VISA or MasterCard (where applicable). Owner reserves the right not to accept personal checks for any reason whatsoever. For a personal check to be accepted for payment, it must be fully printed with the check writer's name, address and phone number. The Tenant must also provide social security number and show driver's license. Any payments made to stop the foreclosure and sale of Tenant's property must be paid by cash, certified funds or money order; personal checks will not be accepted. Tenant agrees and understands that partial payments made to cure a default for nonpayment of rent will not delay or stop the foreclosure and sale of Tenant's property. Partial payments do not waive or avoid the legal effect of prior notices given to Tenant. Only full payment on Tenant's account prior to the published lien sale date will stop the scheduled sale of the property. Tenant understands and agrees that although payments on-line are permitted, if rent becomes more than 37 days past due, Tenant's access to on-line will no longer be permitted. Accordingly, lien sales cannot be stopped via on-line payments.

19. **SUBLETTING OR ASSIGNMENT** - No subletting of the space or any portion thereof or assignment of this lease may be made by the Tenant without having written permission of the Owner in advance.

20. **CHANGE OF ADDRESS** - IT SHALL BE THE DUTY OF THE TENANT TO FURNISH THE OWNER, IN WRITING, ANY CHANGE OF ADDRESS, E-MAIL, OR PHONE NUMBER BY CERTIFIED MAIL, RETURN RECEIPT REQUESTED, POSTAGE PREPAID OR HAND DELIVERED.

21. **SEVERABILITY CLAUSE** - If any part of this Agreement is declared invalid, such decision shall not affect the validity of any remaining portion, which remaining portion shall remain in force and effect as if this Agreement had been executed with the invalid portion thereof eliminated. It is hereby declared the intention of the parties that they would have executed the remaining portion of this Agreement without including any such part, parts, or portions which may, for any reason, be hereafter declared invalid.

22. **SUCCESSION** - All of the provisions hereof shall apply to, bind, and be obligatory upon the heirs, assigns, executors, administrators, representatives and successors of the parties hereto.

23. **EXCLUSION OF ALL WARRANTIES** - The agents and employees of Owner are not authorized to make warranties about the Space and facilities referred to in this Agreement. Owner's agents' and employees' ORAL STATEMENTS DO NOT CONSTITUTE WARRANTIES, shall not be relied upon by the Tenant and are not part of this Agreement. The entire Agreement and understanding of the parties hereto is embodied in this writing, and NO OTHER WARRANTIES are given beyond those set forth in this Agreement. The parties hereto agree that the IMPLIED WARRANTIES OR MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, and all other warranties express or implied, ARE EXCLUDED from this transaction and shall not apply to the leased Space and facilities referred to herein. It is further understood and agreed that Tenant has been given an opportunity to inspect, and has inspected the Space leased to Tenant hereunder, and the Tenant accepts such leased Space and facility AS IS and WITH ALL FAULTS.
24. **TENANT ACCESS** - Tenant's access to the premises may be conditioned in any manner deemed reasonably necessary by Owner to maintain order on the premises. Such measures may include but are not limited to, limiting hours of operation, denying access for inclement weather, requiring verification of Tenant's identity and inspecting vehicles that enter the premises.
25. **OWNER'S RIGHT TO ENTER** - Tenant grants Owner, Owner's agent or representatives of any governmental authority, including police and fire officials, access to the storage space upon three (3) days advanced written notice to Tenant. In the event of an emergency, Owner, Owner's agents or representatives of any governmental authority shall have the right to enter the premises without notice to Tenant, and take such action as may be necessary or appropriate to preserve the premises, to comply with applicable law or enforce Owner's rights.
26. **ABANDONMENT** - This agreement shall automatically terminate if Tenant abandons Space. Tenant shall have abandoned the Space if Tenant has removed the contents of the Space and/or has removed the Tenant's lock from the Space and is not current in all obligations hereunder. Rent paid for a month in which the Tenant moves out early shall not be refunded. Abandonment shall allow the Owner to remove all contents of the Space for disposal. Tenant hereby waives and releases any claims or actions against Owner for disposal of personal property resulting from Tenant's abandonment. Property left in the halls, in the aisles, or otherwise unsecured in a storage unit, shall be conclusively deemed to have been abandoned and Owner is hereby authorized to dispose of it, and charge the Tenant a disposal fee.
27. **RULES & REGULATIONS** - Tenant agrees to be bound by the Rules & Regulations as posted by the Owner from time to time. All Rules & Regulations shall be deemed to be part of this agreement and incorporated herein.
28. **WAIVER OF JURY TRIAL** - Owner and Tenant waive their respective rights to trial by jury of any cause of action, claim, counterclaim, or cross complaint, in any action brought by either Owner against Tenant, or Tenant against Owner, Owner's agents or employees, on any matter arising out of, or in any way connected to, this rental agreement, Tenant's use of the storage space or this self storage facility. This waiver applies to any claim for bodily injury or property loss or damage, or the enforcement of any remedy under any law, statute or regulation. This jury trial waiver is also made by Tenant on behalf of any of Tenant's agents, guests or invitees.
29. **RELEASE OF INFORMATION** - User authorizes Owner to release any information regarding the user as requested by governmental or law enforcement agencies.
30. **MILITARY SERVICE** - If you are in the military service you must provide written notice to the owner. The Owner will rely on this information to determine the applicability of the Military: Are you or your spouse on active duty or reserve military status? Yes ☐ No ☒ **BB**
31. **MOLD EXCLUSION** - Owner & Owner's agents and employees shall not be liable to Tenant for any mold or mildew claims or damages occurring as a result of Tenant's use of the Space or the premises.
32. **CONDITION AND ALTERATION OF SPACE** - Tenant assumes responsibility for having examined the premises and hereby accepts it as being in good order and condition. Tenant understands that all unit sizes are approximate and enters into this Agreement without reliance on the estimated size of the storage space. Should Tenant damage or depreciate the space, or make alterations or improvements without the prior consent of the Owner, or require the Owner to incur costs to clean the Space upon termination, then all costs necessary to restore the space to its prior condition shall be borne by Tenant. Owner has the right to declare any such costs to clean the unit or repair the unit as rent and non-payment of said costs will entitle Owner to deny Tenant access to the Space.
33. **TENANT'S LIABILITY** - In the event of a foreclosure of the Tenant's interest in the Space, it is understood and agreed that the liability of the Tenant for the rents, charges, costs and expenses provided for in this Rental Agreement shall not be relinquished, diminished or extinguished prior to payment in full. The Owner may use a collection agency thereafter to secure any remaining balance owed by the Tenant after the application of sale proceeds, if any. If any property remains unsold after foreclosure and sale, the Owner may dispose of said property in any manner considered appropriate by the Owner.
34. **TENANT'S LOCK** - The Tenant must keep the Space locked and must provide his own lock and key. DOUBLE LOCKING IS PROHIBITED. The Tenant assumes full responsibility for all persons who have keys and access to the Space. In the event Tenant fails to keep such a lock on the Space or Tenant's lock is broken or damaged, Owner shall have the right, but not the obligation, to place its lock on the Space; provided, however, that in such event Owner shall have no liability to Tenant for any loss or damage whatsoever, and Tenant shall indemnify and hold Owner harmless from and against any loss, cost or expense of Owner in connection with locking the Space, including the cost of the lock.
35. **CLIMATE CONTROL** - Climate controlled spaces are cooled depending on outside temperature. These spaces do not provide constant internal temperature or humidity control. Owner does not warrant or guarantee temperature or humidity ranges in the space due to changes in outside temperature and humidity.
36. **NOTICES FROM OWNER** - All notices from Owner shall be sent by first class mail postage prepaid to Tenant's last known address or sent by electronic mail. Tenant agrees that notices may be sent by e-mail if Tenant elects to provide an e-mail address. Notices shall be deemed delivered given when deposited with the U. S. Postal Service or when sent by electronic mail. All statutory notices shall be sent as required by law.
37. **PERMISSION TO CALL, FAX, E-MAIL OR TEXT** - Tenant recognizes Owner and Tenant are entering to a business relationship as Owner and Tenant. As such, to the extent any Federal or State law prohibits Owner from contacting Tenant by cell phone, fax, e-mail or text, Tenant hereby consents to Owner phoning, faxing, e-mailing and texting Tenant with marketing and/or other business-related communications, including automated calls or texts.
38. **STORAGE OF MOTOR VEHICLES** - In the event that any motor vehicle remains stored in the self-storage space after termination of the rental agreement or upon Tenant's default, and in addition to all other rights and remedies available to Owner, Owner is authorized to cause such vehicle to be removed by a person regularly engaged in the business of towing vehicles, without liability for the costs of removal, transportation or storage or damages caused by such removal, transportation or storage. Tenant acknowledges that he or she has personally been given notice that the vehicle is subject to removal at the Tenant's expense after termination of the rental agreement or upon Tenant's default. Owner shall incur no liability to Tenant for causing the vehicle to be removed pursuant to this paragraph.
39. **ATTORNEY'S FEES** - In the event Owner obtains services of an attorney to recover any sums due under this agreement, for an unlawful detainer, for the breach of any covenant or conditions of this Agreement or in defense of any demand, claim, or action brought by Tenant, Tenant agrees to pay to Owner the reasonable costs, expenses, and attorney's fees incurred in such actions.
40. **ENTIRE AGREEMENT CLAUSE** - This Agreement constitutes the sole and only Agreement of the parties hereto, and supersedes any prior understanding or written or oral Agreements between the parties respecting the within subject matter. No amendment or alteration of the terms hereof shall be binding unless the same be in writing, dated subsequent to the date hereof, and duly executed by the parties hereto, or modified pursuant to the provision of Paragraph 17 above.
41. **HEADINGS** - The headings of the various provisions of this Agreement have been included only for the convenience of the parties and are not to be used in construing this Agreement nor in ascertaining the intentions of the parties.
42. **GOVERNING LAW** - This agreement and any actions between the parties shall be interpreted by and governed by the laws of the STATE OF FLORIDA.

Transmitter/Clicker Agreement

Yes No ☒ The tenant listed above agrees to a deposit of \$25.00 as payment for the transmitter/clicker.

**BB**

The deposit will be refunded once the transmitter/clicker is returned in a good, workable condition. The tenant understands that there is a \$0.00 monthly charge for the use of the clicker with our gate systems for the above listed storage unit. This is a recurring monthly charge until tenant has moved out of the above listed storage unit or until tenant has properly notified the manager to cancel the service in writing. The signature below is an understanding of the terms listed herein.

**Clicker Purchase Agreement Terms:** Personal Mini Storage Winter Garden is not responsible for the loss or damage that may incur for the above listed transmitter/clicker and does not perform service, nor replace parts, pertaining to the transmitter/clicker listed above. The deposit listed above will not be refunded if the clicker is lost, stolen, broken, or returned in a non working condition. If no deposit was collected, the credit card on file will be charged \$25.00 if the clicker is lost, stolen, broken, or returned in a non working condition. Personal Mini Storage Winter Garden is not responsible to replace the battery on the above listed transmitter/clicker in the case of battery failure.

\*Tenant agrees to notify management immediately if the clicker is misplaced or stolen. Tenant further understands that tenant's account must be current or gate access will be denied.

**BB**

Tenant's Initials acknowledge receipt of the Lease & Policy Information for Personal Mini Storage Winter Garden

**WARNING: NO SMOKING ON PREMISES DUE TO FIRE REGULATIONS!!**

This agreement releases the Owner from liability for loss of or damage to your stored property. If you have any questions concerning its legal effect, consult your legal advisor. BY SIGNING THIS AGREEMENT, TENANT HEREBY ACKNOWLEDGES AND ACCEPTS ALL THE TERMS AND CONDITIONS EXPRESSED IN THIS AGREEMENT.

IN TESTIMONY WHEREOF, Owner has caused this instrument to be executed and Tenant has hereunto affixed his signature on the date and year first above written.

TENANT:

**Blanton Banks**

(Signature)

Personal Mini Storage Winter Garden

BY KG

Kelly Cuda Gary Kristan, Agent

Managed by Personal Mini Storage Winter Garden

# Signature Certificate



Document Reference: CBXS-L150-71365-3641-635897583429305620

Electronic Signature

*Blanton Banks*

Blanton Banks

IP Address:



## Timestamp

## Audit

1/30/2016 1:49:21 PM  
1/30/2016 1:45:58 PM  
1/30/2016 1:45:58 PM

Document accepted by Blanton Banks. (blantonb22@  
Document pending by Blanton Banks. (blantonb22@  
Document opened by Blanton Banks. (blantonb22@



**BADER Personal Property Insurance Participation Form****Personal Mini Storage Winter Garden**13440 W Colonial Dr  
Winter Garden, FL 34787BADER Op #: 1405-27  
407-656-7300

The Lessee may participate in coverage arranged by the storage facility which covers personal property against fire, smoke, explosion, and windstorm. This coverage will be provided through a licensed Agent. **NEITHER THE STORAGE COMPANY NOR THE LEASING AGENT ARE INSURANCE AGENTS. DIRECT QUESTIONS TO BADER COMPANY - Toll-Free Phone: 888-223-3726 or Fax: 888-329-2237**

**LESEE INFORMATION**Lessee's Name(s): Blanton BanksEffective Date: January 30, 2016Lessee's Address: Wintermere Pointe DriveUnit #: 439Disc/Cylinder Lock: ☒ YES ☐ NOCity, State, Zip: Winter Garden, FLDaytime Phone #: 407-8175Email Address: blantonb22**COVERAGE SELECTION (Sign one box and complete the information)**

**Blanton Banks**  
YES, I AGREE TO PARTICIPATE IN THE TENANT INSURANCE PROGRAM FROM BADER COMPANY, a licensed insurance agency, and to pay the Monthly Fee when due. I understand that the Monthly Fee includes the premium and the storage company's cost of administering the program. A breakdown of the Monthly Fee is specified in the Certificate of Insurance and Summary of Coverage you will receive. I understand that my failure to pay the Monthly Fee when due will result in my termination from the program.

Coverage: \$2,000.00Monthly Fee: \$10.00Type of Goods Stored: ☒ Household Goods/Personal Property

Business/Trade Property (describe) \_\_\_\_\_

Vehicle, Boat/Trailer (describe) \_\_\_\_\_

The Commercial Inland Marine Leased Premises Property Coverage Program provides coverage for your personal property while it is stored in the storage facility. The program is underwritten through The Pennsylvania Manufacturers' Association Insurance Company (PMAIC) and coverage is subject to their underwriting requirements. Coverage is not all risk and flood coverage is not provided. Property stored in open lots or non-fully enclosed, secured garages or storage units is not eligible. This participation form contains only a general description of coverage and does not constitute an insurance contract. You will be provided a Certificate of Property Insurance and a Summary of Coverage. By signing below, I acknowledge that I understand the coverage I have agreed to purchase will terminate if the Monthly Fee is more than 30 days delinquent under the terms of my Summary of Coverage. I authorize re-instatement of said coverage under the same terms and conditions without completing a new participation form under the following circumstances: 1. I am still renting the same unit shown on my original participation enrollment form. 2. I understand that I will NOT be charged a Monthly Fee for the period during which coverage had been terminated and that there is NO COVERAGE for the period during which coverage had been terminated. 3. There is no loss or damage to any property stored in this unit. If there was damage to, or loss of, any property stored in the unit that occurred after the coverage terminated for non-payment, I understand that the coverage will not apply to this loss and I agree that I will not file a claim for said loss or damage with the insurance company or storage facility.

Signature(s): Blanton BanksDate: January 30, 2016

Agent: Maureen A. Lee - CA License 0H09038

**IMPORTANT NOTICE - Attention: Insureds in Florida:**

Any person who knowingly and with intent to injure, defraud, or deceive any insurance company, files a statement of claim containing any false, incomplete, or misleading information is guilty of a felony of the Third Degree.

Administrative Office Toll Free Number: 888-223-3726

Address: 9777 N. College Avenue - Indianapolis, IN 46280-1628